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ATTORNEYS FOR DEFENDANT ROBINSON HELICOPTER COMPANY, INC.

UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

MERAV LAPID, individually, as Successor in Interest to RAN AVRAHAM LAPID, deceased, on behalf of the heirs, and as Personal Representative of the Estate,	) Case No. LACV11-6862PSG (JCGx)
Plaintiff,	) <del>PROPOSED</del> PROTECTIVE ORDER
vs.	) Action Filed: August 19, 2011
ROBINSON HELICOPTER COMPANY, INC.,	) NOTE CHANGES MADE BY THE COURT
Defendant.	)

In the course of discovery in this proceeding, MERAV LAPID, individually, as Successor in Interest to RAN AVRAHAM LAPID, deceased, on behalf of the heirs, and as Personal Representative of the Estate, and ROBINSON HELICOPTER COMPANY, INC. ("Robinson"), (hereinafter collectively referred to as "designated parties") will produce or receive certain valuable confidential and proprietary information. The designated parties intend that this information be kept confidential and not be used for any purpose other than in this action. Having read and considered the foregoing Stipulation for Protective Order, and good cause appearing therefore,

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1 IT IS ORDERED THAT:

2 (a) "Documents" are those documents which contain proprietary information  
3 to Robinson and which have not been disseminated to the general public, maintenance  
4 facilities or mechanics or purchasers of the subject helicopters and which generally are  
5 defined as engineering drawings, technical reports and certification data pertaining to  
6 the design and manufacture of the subject helicopter.

7 (b) The documents defined will be marked "PROTECTED/ CONFIDENTIAL  
8 DOCUMENT; LAPID v. ROBINSON HELICOPTER CO.; Case No. LACV11-6862PSG  
9 (JCGx); DO NOT REPRODUCE; Access Limited By Protective Order; Documents Must  
10 Be Returned To Robinson Helicopter Co." and shall be treated as confidential.

11 (c) The documents will be held in strict confidence, will be used only for the  
12 purposes of the above-styled action, will not be copied by any means whatsoever, and  
13 will not be divulged to any person except as provided by this Order.

14 (d) All persons with access to such documents are ordered not to use or  
15 permit the use of said confidential information for any purpose other than for the  
16 purpose of this litigation.

17 (e) Whenever any confidential information is to be filed with the Court,  
18 including any confidential information filed as an exhibit or appendix to any other  
19 document filed with the Court, it shall be filed under seal, and in accordance with the  
20 rules of this Court. See L.R. 369

21 (f) Counsel for the designated parties and their staff are ordered to maintain  
22 all confidential documents and derivative material in a filing cabinet, briefcase, or other  
23 secure, enclosed storage receptacle except when said confidential information is in  
24 active immediate use. 79-5.1.

25 (g) Consultant(s) and expert(s) for the designated parties will execute a  
26 Nondisclosure Agreement which is approved in writing by counsel for Robinson. A copy  
27 of the Nondisclosure Agreement is attached hereto as Exhibit "A."

28 (h) This consultant's Nondisclosure Agreement is to be signed by each  
consultant or expert retained by counsel for the designated parties prior to any review,

1 inspection, or examination of the documents is permitted. Upon the final termination of  
2 this litigation, the designated parties will provide Robinson with copies of all  
3 Nondisclosure Agreements executed by their consultants and/or experts.

4 (i) All documents and derivative material which constitute or contain  
5 confidential information shall be returned to Robinson or counsel for Robinson within  
6 thirty (30) days after the final disposition of this action.

7 (j) Robinson retains any rights it may have to conduct discovery with regard  
8 to any violation, whether actual, suspected or otherwise, of the restrictions provided for  
9 herein of any person at any time.

10 (k) The restrictions provided for herein shall not terminate upon the  
11 conclusion of this action.

12 (l) Nothing contained in this Order or any Declaration of Confidentiality under  
13 this Order or in contemplation of this Order shall be used by the designated parties as  
14 an "admission by party opponent."

15 (m) The use at any hearing or at trial of the documents is not addressed at this  
16 time, but will be the subject of further agreement or order as the need may arise.

17 IT IS SO ORDERED.

18  
19 Dated: 1/24/12

**Jay C. Gandhi**

Honorable ~~Philip S. Gutierrez~~ Jay C. Gandhi  
United States District Court Judge  
Magistrate

**EXHIBIT "A"**  
**NONDISCLOSURE AGREEMENT AND ACKNOWLEDGEMENT**  
**OF COURT ORDER**

\_\_\_\_\_, declares:

That he/she resides at \_\_\_\_\_ in the  
City/County of \_\_\_\_\_ and State of \_\_\_\_\_.

That he/she has read the Protective Order entered by the Court and is engaged  
as a(n) \_\_\_\_\_ on behalf of \_\_\_\_\_ in the  
preparation and conduct of the litigation styled *Lapid vs. Robinson Helicopter Co.*, in the  
United States District Court for the Central District of California, Case Number LACV11-  
6862VBF(JCGx).

That he/she is fully familiar with and agrees to comply with and be bound by the  
provisions of said Order; and

That any information pertaining to the documents as defined in the Order will be  
held in strict confidence, will not be divulged to persons other than those specifically  
authorized by said Order, that no copies are to be made, and use is limited solely for the  
purposes of the above-styled case.

I declare under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature